

Schedule 2

Proposed Rejection Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: D.I. [●]

**ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY
CONTRACTS AND/OR UNEXPIRED LEASES EFFECTIVE AS OF
FEBRUARY 28, 2025 AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order: (a) authorizing the rejection of the Initial Leases, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, (c) authorizing and approving the Rejection Notice to affected Counterparties and (d) granting related relief, all as more fully set forth in the Motion; and the order of this Court approving the Motion on a final basis [D.I. 461]; and the filing of the notice of rejection (the “**Rejection Notice**”) by the Debtors [D.I. [●]]; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference of the United States District Court

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter an order consistent with Article III of the United States Constitution; and this Court having found that venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the notice of the Rejection Notice and of the opportunity to be heard at the hearing thereon were appropriate under the circumstances and that no other notice need be provided, except as set forth herein; and this Court having reviewed the Rejection Notice, and having heard the statements and argument in support of the relief requested at a hearing, if any, before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Rejection Notice and at any Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Contract and Leases listed on **Schedule 1** attached hereto are hereby rejected as of February 28, 2025 (the “**Rejection Date**”).

2. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Contracts or Leases were terminated prior to the Rejection Date; that any claim for damages arising from the rejection of any Contract is limited to the remedies available under the termination provision of such Contract; or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

3. Nothing in this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the amount of, basis for,

or validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any other party's right to dispute any claim; (iii) a promise or requirement to pay any particular claim; (iv) an admission that any particular claim is of a type described in the Motion; (v) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (vi) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

5. Notice of the Rejection Notice is deemed good and sufficient notice of the relief requested therein.

6. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon its entry.

7. The Debtors are authorized to take all actions that are necessary and appropriate to effectuate the relief granted in this Order.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Schedule of Rejected Contracts and Leases

#	Debtor Entity	Contract Counterparty	Rejected Agreement/Lease	Contract Counterparty Address	Effective Rejection Date
1	Big Lots Stores, LLC	United Information Services, Inc., an EXELA Technologies company	outsourcing of printshop and mailroom plus 2 onsite employees	300 First Stamford Place Second Floor West Stamford, CT 06902 USA	2/28/2025
2	Big Lots Stores, LLC	United Information Services, Inc., an EXELA Technologies company	Statement of Work for Implementation of Print, Mail and Fulfillment Services	300 First Stamford Place Second Floor West Stamford, CT 06902 USA	2/28/2025
3	Big Lots Stores, LLC	United Mechanical Services	Preventive Maintenance Program Agreement	1404 JOHNSTOWN UTICA RD NE UTICA, OH 43080 USA	2/28/2025
4	Great Basin, LLC	University	Amendment to Transportation Agreement		2/28/2025
5	Great Basin, LLC	University	Amendment to Transportation Agreement		2/28/2025
6	Big Lots, Inc.	Urban Airship, Inc.	Master Subscription Agreement	1225 West Burnside Street, Suite 401 Portland, OR 97209 USA	2/28/2025
7	Big Lots, Inc.	Urban Airship, Inc.	Master Subscription Agreement	1225 West Burnside Street, Suite 401 Portland, OR 97209 USA	2/28/2025
8	Big Lots Stores, LLC	Urban Airship, Inc.	Mobile wallet	1225 West Burnside Street, Suite 401 Portland, OR 97209 USA	2/28/2025
9	Big Lots, Inc.	Urban Airship, Inc.	Order Form	1417 NW Everett, Suite 300 Portland, OR 97209 USA	2/28/2025
10	Big Lots, Inc.	Urban Airship, Inc.	Order Form for Digital Growth Platform Services	1417 NW Everett, Suite 300 Portland, OR 97209 USA	2/28/2025
11	Big Lots, Inc.	Urban Airship, Inc. dba AIRSHIP	Order Form for Customer Engagement Platform Services	1225 West Burnside, Suite 401 Portland, OR 97209 USA	2/28/2025
12	Big Lots, Inc.	Urban Airship, Inc. dba AIRSHIP	Order Form for Customer Engagement Platform Services	1225 West Burnside, Suite 401 Portland, OR 97209 USA	2/28/2025
13	Big Lots, Inc.	VERSALES INC	Services Agreement	2509 N NAOMI ST BURBANK, CA 91504-3236 USA	2/28/2025
14	Big Lots Stores, LLC	Vertiv Corporation	Clarification/Supplement to Purchase Order	505 N. Cleveland Avenue Westerville, OH 43082 USA	2/28/2025
15	Big Lots, Inc.	Vertiv Corporation	Clarification/Supplement to Purchase Order	505 N. Cleveland Avenue Westerville, OH 43082 USA	2/28/2025
16	Big Lots, Inc.	Vertiv Corporation	Clarification/Supplement to Purchase Order/Agreement	505 N. Cleveland Avenue Westerville, OH 43082 USA	2/28/2025
17	Big Lots Stores, LLC	Vertiv Corporation	Statement of Work for Maintenance Services	505 N. Cleveland Avenue Westerville, OH 43082 USA	2/28/2025
18	Big Lots, Inc.	VITELLI FOODS LLC	Confidentiality Agreement	25 ROCKWOOD PLACE STE 220 ENGLEWOOD, NJ 07631-4959 US	2/28/2025
19	Big Lots, Inc.	VORTEX INDUSTRIES LLC	Services Agreement		2/28/2025

#	Debtor Entity	Contract Counterparty	Rejected Agreement/Lease	Contract Counterparty Address	Effective Rejection Date
20	Big Lots, Inc.	W BROWN ENTERPRISES	Services Agreement	2905 NORTH 1ST DURANT, OK 74701-2514 USA	2/28/2025
21	Big Lots, Inc.	WALDINGER CORPORATION	Service Agreement	2601 Bell Avenue Des Moines, IA 50321 USA	2/28/2025
22	Big Lots, Inc.	WARFIELD ELECTRIC COMPANY INC	Services Agreement	175 INDUSTRY AVE FRANFORT, IL 60423-1639 USA	2/28/2025
23	Big Lots, Inc.	WAXIE SANITARY SUPPLY	Services Agreement	PO BOX 748802 LOS ANGELES, CA 90074-8802 USA	2/28/2025
24	Big Lots, Inc.	WEST COAST ENERGY SYSTEMS LLC	Services Agreement	PO BOX 102515 PASADENA, CA 91189-2515 USA	2/28/2025
25	Big Lots, Inc.	WIS International	Inventory Service Agreement	120 Ottawa Street North Kitchener, Ontario N2H 3K5 Canada	2/28/2025
26	Big Lots, Inc.	WIS International	Service Agreement for Physical Inventory Counting	120 Ottawa Street North Kitchener, Ontario N2H 3K5 Canada	2/28/2025
27	Big Lots, Inc.	WOEBER MUSTARD MFG CO	Services Agreement	PO BOX 388 SPRINGFIELD, OH 45501-0388 USA	2/28/2025
28	Big Lots, Inc.	Wolverine Fire Protection	Services Agreement	8067 N. Dort Hwy. PO Box 219 Mt. Morris, MI 48458-0219 USA	2/28/2025
29	Big Lots, Inc.	Work4	Statement of Work for Facebook Career Page Application	C/O Jade Fiducial 990 Biscayne Blvd Office 701 Miami, FL 33132 USA	2/28/2025
30	Big Lots, Inc.	Work4	Statement of Work for Facebook Career Page Application	735 Market St, Floor 4 San Francisco, California 94103 USA	2/28/2025
31	Big Lots, Inc.	Work4	Statement of Work for Facebook Career Page Application	735 Market St, Floor 4 San Francisco, California 94103 USA	2/28/2025
32	Big Lots, Inc.	Work4	Statement of Work for Facebook Career Page Application	735 Market St, Floor 4 San Francisco, California 94103 USA	2/28/2025
33	Big Lots Stores, LLC	Work4	Statement of Work for Social Job Sharing	C/O Jade Fiducial 990 Biscayne Blvd Office 701 Miami, FL 33132 USA	2/28/2025
34	Big Lots Stores, LLC	Work4	Statement of Work for Social Job Sharing Services	C/O Jade Fiducial 990 Biscayne Blvd Office 701 Miami, FL 33132 USA	2/28/2025
35	Big Lots, Inc.	Workfront, Inc.	Master Subscription and Services Agreement	3301 N. Thanksgiving Way, Ste. 100 Lehi, UT 84043 US	2/28/2025
36	Big Lots, Inc.	Workfront, Inc.	Sales Order	3301 N. Thanksgiving Way, Suite 100 Lehi, UT 84043 United States	2/28/2025

#	Debtor Entity	Contract Counterparty	Rejected Agreement/Lease	Contract Counterparty Address	Effective Rejection Date
37	Big Lots, Inc.	Workfront, Inc.	Sales Order	3301 N. Thanksgiving Way, Suite 500 Lehi, UT 84043 United States	2/28/2025
38	Big Lots, Inc.	Workiva	Consulting Services Order	2900 University Blvd. Ames, Iowa 50010 USA	2/28/2025
39	Big Lots, Inc.	Workiva	Subscription Order	2900 University Blvd. Ames, Iowa 50010 USA	2/28/2025
40	Big Lots, Inc.	Workiva Inc.	Amendment to Order	2900 University Boulevard Ames, IA 50010 USA	2/28/2025
41	Big Lots, Inc.	Workiva Inc.	Master Subscription & Services Order	2900 University Boulevard Ames, IA 50010 USA	2/28/2025
42	Big Lots, Inc.	Workiva Inc.	Master Subscription & Services Order	2900 University Boulevard Ames, IA 50010 USA	2/28/2025
43	Big Lots, Inc.	Workiva Inc.	Subscription Agreement	2900 University Blvd. Ames, Iowa 50010 USA	2/28/2025
44	Big Lots Stores, LLC	WorkStrategy, Inc.	Services Agreement	10420 LITTLE PATUXENT PARKWAY STE 2 COLUMBIA, MD 21044 USA	2/28/2025
45	Big Lots Stores, LLC	WorkStrategy, Inc.	Services Agreement	10420 LITTLE PATUXENT PARKWAY STE 2 COLUMBIA, MD 21044 USA	2/28/2025
46	Big Lots Stores, LLC	WorkStrategy, Inc.	Services Agreement	10420 LITTLE PATUXENT PARKWAY STE 2 COLUMBIA, MD 21044 USA	2/28/2025
47	Big Lots Stores, LLC	WorkStrategy, Inc.	Services Agreement	10420 LITTLE PATUXENT PARKWAY STE 2 COLUMBIA, MD 21044 USA	2/28/2025
48	AVDC, LLC	Xcel Mechanical Systems, Inc.	Service Agreement for HVAC Preventative Maintenance	1710 130th Street Gardena, CA 90249 USA	2/28/2025
49	Big Lots Stores, LLC	Yellowstone Landscape	Landscape Maintenance Agreement	3235 North State Street, PO Box 849 Bunnell, FL 32110 USA	2/28/2025
50	Big Lots Stores, LLC	Yellowstone Landscape	Landscape Maintenance Agreement	3235 North State Street, PO Box 849 Bunnell, FL 32110 USA	2/28/2025
51	Big Lots, Inc.	Yext, Inc.	Confidentiality Agreement	123 Main St. New York, NY 10001 USA	2/28/2025
52	Big Lots Stores, LLC	Yext, Inc.	Master Subscription Agreement	1 Madison Avenue New York, NY 10010 USA	2/28/2025
53	Big Lots Stores, LLC	Yext, Inc.	Master Subscription Agreement	4900 E. Dublin Granville Road I Columbus, Ohio 43081 USA	2/28/2025

#	Debtor Entity	Contract Counterparty	Rejected Agreement/Lease	Contract Counterparty Address	Effective Rejection Date
54	Big Lots, Inc.	Yext, Inc.	Master Subscription Agreement	1 Madison Avenue New York, NY 10010 USA	2/28/2025
55	Big Lots, Inc.	Yext, Inc.	Master Subscription Agreement	1 Madison Avenue New York, NY 10010 USA	2/28/2025
56	Big Lots, Inc.	Yext, Inc.	Master Subscription Agreement	1 Madison Avenue, 5th Floor New York, NY 10010 USA	2/28/2025
57	Big Lots, Inc.	Yext, Inc.	Master Subscription Agreement Order Form to Subscription Schedule	1 Madison Avenue New York, NY 10010 USA	2/28/2025
58	Big Lots, Inc.	Yext, Inc.	Master Subscription Agreement Order Form to Subscription Schedule	1 Madison Avenue New York, NY 10010 USA	2/28/2025
59	Big Lots, Inc.	Yext, Inc.	Master Subscription Agreement Subscription Schedule	1 Madison Avenue New York, NY 10010 USA	2/28/2025
60	Big Lots Stores, LLC	Yext, Inc.	Store Locator	1 Madison Avenue New York, NY 10010 USA	2/28/2025
61	Big Lots Stores, LLC	Zeno Group Inc	Mutual Non-Disclosure Agreement	22048 NETWORK PLACE CHICAGO, IL 60673-1220 USA	2/28/2025
62	Big Lots Stores, LLC	Zeno Group Inc	Public Relations Agency	22048 NETWORK PLACE CHICAGO, IL 60673-1220 USA	2/28/2025
63	Big Lots Stores, LLC	Zeno Group, Inc.	Master Services Agreement	130 E. Randolph 30th Floor Chicago, IL 60601 USA	2/28/2025
64	Big Lots Stores, LLC	Zeno Group, Inc.	Statement of Work for Brand Visibility 2024	130 E. Randolph 30th Floor Chicago, IL 60601 USA	2/28/2025
65	Big Lots Stores, LLC	Zeta Global	Data Security Addendum	3 Park Ave, 33rd Floor New York, NY 10016 USA	2/28/2025
66	Big Lots Stores, LLC	Zeta Global Corp.	CDP + SMS & Email Platform	3 Park Ave. 33rd Floor New York, NY 10016 USA	2/28/2025
67	Big Lots Stores, LLC	Zeta Global Corp.	Confidentiality Agreement	3 Park Avenue, 33rd Floor New York, NY 10016 USA	2/28/2025
68	Big Lots Stores, LLC	Zeta Global Corp.	Lapsed/prospect email via Zeta IPs POC	3 Park Ave. 33rd Floor New York, NY 10016 USA	2/28/2025
69	Big Lots Stores, LLC	Zeta Global Corp.	MarTech support services	3 Park Ave. 33rd Floor New York, NY 10016 USA	2/28/2025
70	Big Lots Stores, LLC	Zeta Global Corp.	Master Services Agreement	3 Park Ave. 33rd Floor New York, NY 10016 USA	2/28/2025

#	Debtor Entity	Contract Counterparty	Rejected Agreement/Lease	Contract Counterparty Address	Effective Rejection Date
71	Big Lots, Inc.	Zeta Global Corp.	Pricing Summary Agreement	3 Park Ave. 33rd Floor New York, NY 10016 USA	2/28/2025